

TERMS AND CONDITIONS AGREEMENT

This Terms and Conditions Agreement ("Agreement") is made effective as of [Date], by and between:

- **Billy Gates** ("Deal Sourcer 1")
- **[Blank]** ("Deal Sourcer 2")
- **Fred Lowerly** ("Investor")

1. Purpose

The purpose of this Agreement is to define the terms under which the Investor may receive and review information related to the investment opportunity sourced by Deal Sourcer 1 and Deal Sourcer 2.

2. Non-Disclosure Agreement (NDA)

The Investor agrees to keep all information provided by Deal Sourcer 1 and Deal Sourcer 2 strictly confidential. This includes, but is not limited to:

- Property or project details
- Financial analysis and projections
- Terms of the deal
- Any other proprietary or sensitive information provided in connection with the investment opportunity.

The Investor shall not disclose, distribute, or make use of the provided information for any purpose other than evaluating the investment opportunity, without written consent from Deal Sourcer 1 and Deal Sourcer 2.

3. Non-Circumvention Clause

The Investor acknowledges that Deal Sourcer 1 and Deal Sourcer 2 have put significant effort into sourcing and presenting this deal. Therefore, the Investor agrees not to:

- Approach the property owner, seller, or any other party related to the deal directly, without the involvement of Deal Sourcer 1 and Deal Sourcer 2.
- Circumvent the efforts of Deal Sourcer 1 and Deal Sourcer 2 in any way, either by attempting to make the deal independently or through other third parties.

This non-circumvention clause shall remain in effect for [insert duration, e.g., 2 years] after the execution of this Agreement.

4. Non-Binding Nature of the Agreement

This Agreement does not obligate the Investor to proceed with the investment, nor does it guarantee the Investor a right to participate in the investment. It serves only to allow the Investor to review the provided information under the conditions set forth herein.

5. Exclusive Investor Agreement (if applicable)

The Investor understands that Deal Sourcer 1 and Deal Sourcer 2 may provide this investment opportunity to multiple potential investors. The Investor is not guaranteed exclusive rights to the deal unless a separate exclusivity agreement is signed.

6. Fee Agreement (if applicable)

If the Investor proceeds with the investment, the Investor agrees to pay any sourcing fees that have been agreed upon in a separate, written agreement. Any such fees will be disclosed before the finalization of the investment deal. The Investor acknowledges that any fee agreement is between the Investor and Adam Robinson, Vada Prime LLC and [Other Deal Sourcer Name/Company].

7. Disclaimer

All information provided by Deal Sourcer 1 and Deal Sourcer 2 is based on their research and understanding of the deal. While efforts have been made to ensure the accuracy of this information, the Investor is advised to perform their own due diligence.

Neither Deal Sourcer 1 nor Deal Sourcer 2 guarantees any specific return on investment or any other financial outcome related to the opportunity.

8. Investor Representations

By signing this Agreement, the Investor represents and warrants that:

- They have the authority to enter into this Agreement.
- They are a sophisticated investor with sufficient knowledge and experience to evaluate the risks associated with the proposed investment opportunity.
- They understand the risks inherent in real estate and other forms of investment.

9. Duration and Termination

This Agreement is effective upon execution by all parties and shall remain in effect until:

- The deal is closed with the Investor, or
- The Investor notifies Deal Sourcer 1 and Deal Sourcer 2 in writing that they are no longer interested in pursuing the investment.

The confidentiality and non-circumvention obligations outlined in this Agreement shall survive any termination of the Agreement for a period of 2 years.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

11. Amendments

This Agreement may only be amended or modified by a written agreement signed by all parties.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes any prior discussions, agreements, or understandings of any kind.

13. Signatures

Investor: Signature: _____

Name: _____

Date: _____

Deal Sourcer 1 (Adam Robinson, Vada Prime LLC):

Signature: _____

Name: _____

Date: _____

Deal Sourcer 2 ([Other Deal Sourcer Name/Company]):

Signature: _____

Name: _____

Date: _____